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Collective Bargaining Agreements

6-15-1979

Cleveland Automobile Association and Auto Mechanics Local Union, Local 1363, AFL-CIO (1979)

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Cleveland Automobile Association and Auto Mechanics Local Union, Local 1363, AFL-CIO (1979)

Location

Cleveland, OH

Effective Date

6-15-1979

Expiration Date

April 1982

Number of Workers

819

Employer

No employer specified

Union

Auto Mechanics Local Union

Union Local

1363

NAICS

44

Sector

P

Item ID

6178-015b011f005_01

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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AGREEMENT

between

Automobile Dealers

and

**Auto Mechanics Local Union
No. 1363 of District No. 54,
International Association of
Machinists (AFL-CIO)**

:-

June 15, 1979

X-4/30/82

June 15, 1979

:-

Auto Mechanics Local Union
No. 1363 of District No. 54,
International Association of
Machinists (AFL-CIO)

and

Automobile Dealers

between

AGREEMENT

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office of National Statistics 1999).

There is a growing awareness of the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (1999) has identified the need to develop services to meet the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people.

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AGREEMENT

THIS AGREEMENT made and entered into at Cleveland, Ohio, this 15th day of June, 1979, by and between certain automobile dealers who are the signatories to this Agreement for and on their own behalf, each of whom is hereinafter for convenience referred to as the "Employer", and the AUTO MECHANICS LOCAL UNION No. 1363, of DISTRICT No. 54, INTERNATIONAL ASSOCIATION OF MACHINISTS (AFL-CIO), hereinafter for convenience referred to as the "Union" for and on behalf of those employees of said "Employer" under the unit and jurisdiction of said "Union", to be effective as of June 15, 1979.

1

EMPLOYEES COVERED THEIR QUALIFICATIONS—DUTIES— JURISDICTION

1.1 **Auto Mechanics**, who have satisfactorily completed an apprenticeship or who are otherwise qualified to perform the following operations shall be classified as Journeyman Mechanics. They shall perform the following work: the maintenance, repair, dismantling and rebuilding of electric and internal combustion motor vehicles, chassis and parts thereof, including starting, lighting, ignition, carburetor and battery work; the repairing and adjusting, relining and servicing of brakes; removing, repairing, and installation of radios, car heating and cooling systems; wheel aligning, automatic transmissions and the exhaust systems, installation and repairs on speedometers, windshield wipers and all other accessories, including inspections and service work on new and/or used motor vehicles, or any specialized branch thereof,

1.2 **Body Repairmen, Painters and Trimmers** who have satisfactorily completed an apprenticeship, or who are otherwise qualified to perform the following operations, shall be classified as Journeyman Body Repairmen, Painters and Trimmers. They shall have the skills and ability to perform the

following work: removing, replacing and repairing of radiators, hoods, pans fenders, truck decks, lamps, frame straightening, wheel alignment necessary and incidental thereto; replace and repair doors, running boards, seats, body frames and all other integral parts of a motor vehicle including trucks and the painting, spraying and striping of vehicles; towing where indicated and any and all other services incidental and necessary for the repair of motor vehicles and trucks which have been involved in a collision and/or accident and/or are rusted and need rehabilitation.

1.3 Mechanics. Limitation. It is recognized by the Union and the Employer that a mechanic working on the flat rate method of pay, is called upon to perform satisfactorily the operations on the particular make of car for which his Employer is enfranchised; and such mechanic shall not be required to repair vehicles other than those so classified if he admits he does not possess the skill and ability, and/or desires not to perform mechanical work, and/or the special tools required are not furnished or available to such mechanic. By such action he waives for the duration of the term of this contract the right to work on cars other than the car for which his Employer is enfranchised.

1.4 Garagemen shall be qualified to perform and shall perform all non-mechanical work in the Employers' places of business as assigned.

2

UNION SHOP AND CHECKOFF

2.1 Membership in the Union shall be a condition of employment of each employee after he has completed thirty (30) calendar days' service with the Employer or thirty (30) days after the date of this agreement, whichever is the later, subject, however, to the limitation upon this requirement set forth in Section 8(a)(3) of the National Labor Relations Act, as amended.

2.2 The Employer agrees to check off the monthly dues and initiation fees, if any, of the employees upon receipt of proper

voluntary written authorizations from the employees so to do. Said deductions of dues shall be made from the first pay in each month, and the dues deducted shall be paid over to the Financial Secretary of the Union not later than the fifteenth (15th) day of the month in which they are deducted.

Initiation fees shall be deducted in accordance with the authorizations and paid over promptly thereafter to the Financial Secretary of the Union.

The Union will furnish to the Employer a report form entitled "Employer's Monthly Dues Collection Report", a copy of which is attached to this agreement, which form will be returned to the Union not later than the fifteenth (15th) day of each month, together with dues deducted pursuant to the voluntary authorization of employees. Upon this form, the Employer will list the information called for with respect to employees hired since the date of the last report and will also indicate those employees who have left the employ of the Employer since that date.

At the request of the employee, the authorization card may provide for the deduction of his initiation fee, one-half at the end of this first fifteen (15) days of employment and the remainder at the end of his 31st day of employment. The name and hiring date of the new employee shall appear on the first Employer's monthly dues collection report following his hiring date. Dues shall be payable by the employee and deducted by the Employer commencing with the calendar month following, or thirty (30) days, whichever is the earliest following date of hire.

Any provision of this Agreement relative to prohibition of work stoppages shall not be applicable if the employer withholds, more than five (5) days past the due date, Union Dues, Initiation Fees or contributions to the Health and Welfare Fund and Pension Plan as hereinafter set forth.

2.3 At the time each new employee is hired, the Employer shall present to him, to execute and return to the Employer —

(a) A Union membership application furnished by and to be

mailed to the Union not later than the thirty-first (31st) day from date of hire;

- (b) A Union dues deduction authorization card—for initiation and/or reinstatement fees, which card shall be mailed to the Union not later than the thirty-first (31st) day from date of hire;
- (c) Dealers Union insurance forms as may be required by the insurance company and/or the administrators of such fund to be furnished by the insurance company and/or the administrators, and are to be mailed to the administration. Said form shall be mailed within a reasonable time, not more than ten (10) days after employment.
- (d) At time of employment, proper forms shall be submitted to the Dealers Union Health and Welfare Fund for hospitalization for employees and dependents, furnished by such organization and are to be mailed immediately, so that the employee will be covered within thirty (30) days of his employment. It shall be the obligation and duty of the Employer to cover such employee and to obtain from such new employee the necessary information and forms to meet the requirements of Dealers Union Health and Welfare Fund so that an employee will be automatically covered within the rules and regulations of same, within a maximum of thirty (30) days after the submission of the forms, or on the anniversary date of the payment of the premiums by such Employer.

2.4 New employees who make proper application for Union membership will be accepted into the Union without discrimination. Dues and initiation fees will be uniformly levied under identical conditions in each shop.

3

OBLIGATIONS OF EMPLOYEES GENERALLY

3.1 Employees shall be capable and shall perform all operations completely as set forth in the job descriptions of such

employee and to the reasonable satisfaction of the Employer.

3.2 Employees shall be loyal to their Employer and shall recognize the Employer's rights in management. It is understood and recognized that all rights heretofore exercised by and or inherent in the management and not expressly contracted away by the terms of this Agreement are retained by the management. Employees shall be mindful of their obligation to attain and maintain customer acceptance. Full time employees shall not, for hire, service and repair vehicles, except as employees of this Employer.

3.3 No employee shall be held accountable for disciplinary purposes on any letter or memorandum of an incident which occurred more than one year prior to the date of any disciplinary action taken by the Employer.

3.4 Mechanics shall not be responsible for come-backs due to faulty diagnosis or material, nor required to guarantee their labor for more than thirty (30) days.

3.5 Written notice of alleged faulty workmanship or misconduct shall be given by the Employer to the employee involved and a copy mailed to the Union. Negligent damage to company or customer property shall be subject to disciplinary action and review by the Union. If the employee considers the notice to be unjustified, he may file a grievance, which will then be processed under the Grievance Procedure. If no grievance is filed within five (5) working days, the notice becomes a matter of record. If the employee does not correct his proven faulty workmanship and/or misconduct, it will be grounds for discharge.

3.6 Employees and Employer are charged with the duty at all times to abide by reasonable rules for the safety of other employees and/or customers.

3.7 Employees are to abide by reasonable uniform rules of conduct as set forth hereinafter.

3.8 The employer and all employees shall comply with the rules and regulations required under the National Occupational Safety and Health Standards Act and shall comply with

all State and Federal laws and affix his clock number or initials to all RO's if required by employer.

4

HOURS, WAGES, AND WORKING CONDITIONS

4.1 The Employer will maintain and the employees will work under the following hours, wages, and working conditions.

4.2 Eight (8) consecutive hours, exclusive of the lunch period, shall constitute a day's work, Monday through Friday.

4.3 Forty (40) hours in the five (5) days, Monday through Friday, shall constitute a week's work. Holidays celebrated shall be considered as hours worked for overtime purposes.

4.4 It is agreed between the Union and the Employer that an experimental plan may be implemented, by mutual consent, for an alternate pay plan to be agreed to in advance, and approved by secret vote by a majority, to wit, 51% of all employees to be affected by such plan. It is contemplated that such experiment will encompass plans for a ten (10) hour day, four (4) consecutive work days a week, hourly rated journeymen, a plan for employees to work at lesser skill level jobs, and other basic plan that may be mutually agreed upon by the Employer and the Union, with employee approval. Either the Employer or the employee (again by a majority vote) may terminate such experimental plan at any time subsequent to twelve (12) months and revert to the terms, conditions and covenants of the Agreement.

4.5 Employees previously receiving rates above the established rates shall maintain the same differential.

5

PAY DAY HOURS

5.1 Employees shall be paid by noon of the third working day following the close of the payroll week.

6

METHODS OF PAY

6.1 Except as otherwise provided for in this agreement, the present method of paying employees in the various departments on a flat rate or on an hourly basis or otherwise, shall be continued in effect during the term of this agreement, unless changed by mutual consent of the Employer and the Employees and their respective representatives. The method of pay in departments shall be uniform throughout that department, unless otherwise agreed upon as set forth herein.

6.2 All dealers shall have the option, after mutual agreements with the Union, to convert to a thirty-six (36) hour work week, as proposed in writing, by the Union during negotiations, with a guarantee of forty (40) hours pay, and for irregular shifts for employer convenience. This option includes the condition that all work on Saturday will be paid at straight time.

7

MECHANICAL OPERATIONS EXCLUDING BODY AND PAINT WORK

7.1 Flat rate hours are hereby defined as the allowances as set forth in the various factory manuals and/or their supplements. The Employer does agree to use where available, the time allowances as issued by the factory manufacturing the vehicle sold and serviced by the dealer.

7.2 Auto mechanics, when working on a flat rate basis, shall be paid at not less than the applicable rate shown below for each flat rate hour, or fraction thereof, allotted for the operation performed and completed by them:

Flat Rate Journeymen Mechanics, Body Repairmen and Painters

June 15, 1979-April 30, 1980—\$7.50 per flat rate hour

May 1, 1980-April 30, 1981—\$8.10 per flat rate hour

May 1, 1981-April 30, 1982—\$8.70 per flat rate hour

7.3 Where there is no established truck department, an additional \$.35 per flat rate hour shall be paid for all work described in paragraph 13.1 of this Agreement.

8

BODY SHOP AND PAINTING OPERATIONS

8.1 On jobs which are not to be done on an hourly rate basis, the time allotted shall be stated in hours and fractions thereof and the employee provided with the allotted time for each part of the job before the work is commenced.

Payment of employees for the work performed shall be made on the basis of the allotted time and on no other basis at the rates as set forth below:

June 15, 1979-April 30, 1980—\$7.50 per flat rate hour

May 1, 1980-April 30, 1981—\$8.10 per flat rate hour

May 1, 1981-April 30, 1982—\$8.70 per flat rate hour

It is recognized by both the Union and the Employer, that there are no manuals or supplements agreed upon to determine time allowances for body and paint work, and that the allowances for the flat rate are based on the estimates furnished to the customer.

A copy of the final estimate as accepted by the customer shall accompany each repair order for body work, when requested.

9

PERCENTAGE BASIS—BODY WORK

9.1 Where body repairmen, painters and/or trimmers are being paid on the basis of fifty (50%) percent of the labor charge made by the Employer to the customer, such arrangement shall be continued without change, including special arrangements with certain employees continuously employed by Employer since May 1, 1959.

It is agreed that the Employer will implement a procedure that will enable a journeyman to obtain a wage increase equal to other journeymen covered by different pay plans.

(a) GUARANTEE (weekly)

June 15, 1979-April 30, 1980 — \$300.00

May 1, 1980-April 30, 1981 — \$320.00

May 1, 1981-April 30, 1982 — \$340.00

9.2 A copy of the final estimate as accepted by the customer shall accompany each repair order for body work, when requested.

10

GENERAL PROVISIONS APPLICABLE TO ALL DEALERSHIPS

10.1 If in the event there is any dispute prior to the commencement of a repair job by a Body Repairman, Painter and/or Trimmer, he shall forthwith make a complaint to his Supervisor or Foreman and shall work on such particular repair job on a straight hourly basis. In order to keep accurate records, such employee shall ring in when he commences the job, and ring out and such job ticket shall be attached to the particular repair order on which there is a complaint.

Any such jobs where a dispute has been made prior to the commencement of work may be made the subject of grievance after completion of such job.

10.2 Where an employee performs additional duties, such as making estimates and dealing with customers, the method and rate of pay may be changed by agreement of the Employer and the Employer's representative on the one hand and the Union Committee for that shop and the Business Agent of the Union on the other hand, evidenced in writing and signed by them.

10.3 An employer must give sixty (60) days notice of his intent to discontinue operation of his Body Shop.

HOURLY RATE BASIS

11.1 Employees when working on a day rate (hourly rate) basis, shall be paid at the rate of not less than the applicable rates shown for the classifications set forth below for each hour or fraction thereof of day work performed and completed by them. The hourly rates are as follows:

HOURLY RATED JOURNEYMEN MECHANICS.

BODY REPAIRMEN AND PAINTERS

June 15, 1979-April 30, 1980 — \$7.20 per clock hour

May 1, 1980-April 30, 1981 — \$7.70 per clock hour

May 1, 1981-April 30, 1982 — \$8.10 per clock hour

GARAGEMEN

June 15, 1979-April 30, 1980 — \$5.55 per clock hour

May 1, 1980-April 30, 1981 — \$6.05 per clock hour

May 1, 1981-April 30, 1982 — \$6.50 per clock hour

Each employer may hire one (1) NEW inexperienced garageman for each eight (8) mechanics and garagemen in his service department on the following basis:

June 15, 1979-April 30, 1980 — \$4.55 per clock hour

May 1, 1980-April 30, 1981 — \$4.90 per clock hour

May 1, 1981-April 30, 1982 — \$5.30 per clock hour

INEXPERIENCED GARAGEMEN

An inexperienced garageman shall start at the applicable rate for inexperienced garagemen. After 6 months he shall receive the applicable garagemen rate.

Those employees on the payroll working on an hourly rate and performing the work of undercoating and/or rust proofing or poly-gly coat shall receive their established hourly rate plus a bonus of \$5.00 per full job on a new or used motor vehicle. Partial undercoating and/or rust proofing shall be paid at the rate previously paid by the employer.

All other language in Section to remain same except dates and rates changed where appropriate.

GUARANTEES

12.1 Each hourly rated employee shall receive as a guarantee for each scheduled workday or week, a minimum of his hourly rate then applicable multiplied by the number of hours worked.

12.2 The guarantee includes pay for holidays not worked as provided in paragraph 18.1 and, in the case of body repairmen, painters and/or trimmers paid on a percentage basis, includes the additional weekly payment of \$6.00 provided for in paragraph 9.1. Hourly rate workers shall be entitled to guarantees on the same basis computed on their respective hourly rates.

12.3 It is not the intent that any guarantees for employees working on a flat rate basis shall operate as a limit to their weekly earnings.

12.4 Compensation for Saturday shall not be used in the calculation of guarantee for Monday through Friday.

12.5 Special Guarantees for Journeymen Mechanics, Body Repairmen and Painters:

All employees classified as journeyman mechanics, body repairmen and painters being paid on a flat rate basis and/or a 50/50 (or better) percentage, are guaranteed for forty (40) clock hours of work in any workweek the following:

New rates shall read as follows:

June 15, 1979-April 30, 1980 — \$300.00

May 1, 1980-April 30, 1981 — \$320.00

May 1, 1981-April 30, 1982 — \$340.00

12.6 All journeymen on flat rate are expected to earn their guarantee, if there is available sufficient work during the period in which such guarantees are applicable. If, in the event a journeyman repeatedly falls below guarantee where there is

adequate and sufficient work in the Employer's place of business and other journeymen mechanics have been making guarantees, all factors being equal, disciplinary warnings may be given by the Employer to such employee. Repeated failures through no fault of Employer of such journeyman to meet guarantees consistently, shall be grounds for discipline. Such discipline or disciplinary notices are subject to the grievance procedures provided in this contract.

12.7 GUARANTEE for established Truck Department mechanics shall be \$10.00 above the aforementioned weekly guarantee for flat rate journeymen mechanics.

12.8 Employees working only one (1) or more full days in any week but less than five (5) shall be entitled to the benefit of equivalent guarantees for the total number of hours worked in that week.

13

HEAVY DUTY TRUCK DEPARTMENT

13.1 It is agreed that wherever a separate truck department is established or in existence that journeymen mechanics in such truck department will receive a flat hour rate that is thirty-five cents (35c) above the flat hour rate paid to journeymen mechanics who work on passenger vehicles. The same differential of 35c per hour shall be applicable to straight time assignments.

13.2 The Union agrees to cooperate in the effective establishment of a seniority clause which will afford adequate job security for mechanics regularly assigned to Truck Departments, to assure continuity of truck service during slack periods and the like. (Skill and experience shall be a requisite to determine for preferred retention.)

The above arrangement applies to work performed on all vehicles classified as heavy duty by the manufacturer, all four-wheel drive and dual-wheel vehicles.

13.3 Trucks or vans converted to R/V's are subject to this paragraph.

14

HOLIDAY WORK

14.1 All work performed on Sundays and the following holidays shall be paid for at the rate of double time:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
Employee's Birthday

When any of the above holidays falls on a Sunday, the day observed by the state or nation will be considered as the holiday and if worked, paid for accordingly. Additionally, each employee may elect to take one day for his personal time each contract year provided he gives the employer seven calendar days' notice in **writing** prior to the day. The seven days' written notice may be waived by mutual consent. If the employee does not take his personal day, it shall not become accumulative but shall be paid at the end of each year of this Agreement. Management reserves the right to limit the number of employees taking their personal day at the same time. This right shall not be exercised discriminatorily but utilized only when necessary to adequately staff the shop.

14.2 The employee shall be obligated to notify his employer as to his birth date each year in order to qualify for the birthday holiday.

15

SHIFT WORK AND SHIFT PREMIUM

15.1 The day shift shall consist of eight (8) consecutive hours between 8 a.m. and 6 p.m. with one-half hour regularly scheduled for lunch. The Employer has the option of starting a different day shift for one employee who is neither a journeyman mechanic nor body repairman. Such shift shall not begin any

earlier than 7 a.m. Such employee shall be selected through seniority. If the Employer and the Union mutually agree, more than one employee may be scheduled for such a shift.

There shall be no premium paid and/or overtime claim for such employee or employees unless they work in excess of eight (8) hours in any one shift and have worked forty (40) hours during the workweek.

If an Employer elects to have an employee other than one in the excluded classification report earlier than 8 a.m., such shift shall be regularly scheduled.

15.2 All work performed on a regular 8-hour shift terminating after 6 p.m. will be considered as night shift work. Employees working on night shifts will receive a ten percent (10%) premium above the established wage scale. Choice of shift shall be based on seniority within the classification if a vacancy occurs.

It is recognized that the present custom in the retail automobile industry is to remain open to 9 p.m. on elected days in each week in order to provide assistance to the Employer on late closing days. It is agreed that the dealer may schedule one or by mutual agreement with the Union more than one employee to work a regularly scheduled shift starting at a time subsequent to 8 a.m. on those days.

This provision is limited to garagemen classifications. Employees selected to work late hours shall receive the night shift premium for all hours worked.

15.3 Paragraph 15.1 and 15.2 are subject to the provisions of Paragraph 4.4.

16

OVERTIME AND OVERTIME PREMIUM

16.1 Time and one-half shall be paid for the following work:

- a. For all work in excess of 40 hours during the Monday through Friday workweek.
- b. For all Saturday work.

c. For all work in excess of 8 clock hours per day performed by employees who are laid off for legitimate reasons during the regular 40-hour week.

16.2 Overtime pay shall be calculated on a basis of not less than one and one-half times the rate then prevailing for the classification of the employee involved.

It is further provided that for the purpose of calculation of overtime the following rules shall apply:

a. Any journeyman or other employee working on a percentage of customer-paid labor shall be paid one and one-half times his average hourly earnings calculated from Monday through Friday.

b. All flat rate employees shall receive overtime premium calculated on the basis of one and one-half times the current flat rate then in effect.

c. In the case of incentive workers, overtime premium shall be calculated on the basis of not less than one and one-half times their guaranteed hourly rate.

16.3 There shall be no duplication of overtime payments.

16.4 No employee shall be called in for less than four hours' work on Saturday.

16.5 When a Saturday schedule is to be changed, an employer shall give one week's notice to an employee except in case of an emergency.

16.6 The parties agree that any work after the normal quitting time shall be assigned in the following manner: the Employer will ask for volunteers beginning with the most senior employee qualified to perform the work. If the overtime work is not accepted, then it shall be assigned to the least senior qualified employee unless this employee can show good and sufficient reason for not performing the work. It is recognized that in emergency situations the only feasible means of completing the work is for the employee who has begun the work to continue. In these special situations the Employer and employee involved will attempt to agree on a solution equitable to both taking into consideration the needs

of the customer. All overtime work pursuant to this provision shall be paid on the basis of the employee's average clock hourly earnings.

16.7 The foregoing provisions are subject to Section 4.4.

17

WORK ORDERS, ALLOTMENT, SUPERVISION

17.1 Servicemen shall be able to perform the following operations or duties: Write repair orders and estimate repair jobs, diagnose repair work, road test and O. K. repair jobs before and after they are completed by the mechanic.

An employee who is required to diagnose repair work shall be paid for his time at the rate of his average hourly earnings at straight time for the preceding calendar quarter of the year, and, if he performs the work, additional compensation for the work performed as heretofore provided.

17.2 There will be complete repair orders written for all labor before jobs are assigned to the employee; additional work shall not be done in connection with any repair orders without a supplemental repair order first having been written and delivered to the employee. Where the job is to be done on flat rate basis, the allotted time shall be shown on such order. It is, however, provided that if a mechanic accepts a repair order and commences work on the job that in such instance the responsibility of Employer to have said repair order completely written as aforesaid, is specifically waived.

In case an employer runs specials, that is operations offered customers at prices below the flat rate scale, employees performing such operation shall receive the regular amount of compensation, provided for such operations.

Work in their departments or classifications, shall be assigned to employees without discrimination and in accordance with the principle that the first man who has completed his assigned

job shall be the first to receive the next available job and shall perform the job.

17.3 The Employer will cooperate with the employees to minimize the time required by them to obtain parts and supplies from the parts department.

18

PAID HOLIDAYS

18.1 No employee shall be entitled to the benefits of this provision unless he meets the following qualifications:

- (a) That he has worked within the period of the thirty (30) days immediately preceding the celebration of the holidays, whether he is a probationary employee or not.
- (b) He is not scheduled to work on the day the holiday is observed.
- (c) He has worked the scheduled workday before a day on which a holiday is observed and works the next scheduled workday following the day upon which the holiday is observed unless the holiday is observed within the employee's approved vacation period. If such employee excluding flat rate mechanics meets the foregoing qualifications, he shall receive eight hours of pay at straight time for all holidays.

Flat rate employees shall receive holiday pay based on eight times the flat rate then in effect.

Example:

First year 7.50×8 or \$60.00

Second year 8.10×8 or \$64.80

Third year 8.70×8 or \$69.60

18.2 When an employee is scheduled to work on one of the holidays named above (or day observed as such) and does not work as scheduled, he shall receive no pay for such holiday.

It is further provided that if an employee works on one of the holidays, he shall receive normal holiday pay plus the pay prescribed in Section 14.

VACATIONS

19.1 All employees covered by this agreement who have been in the service of the Employer one (1) year or more shall take a vacation at a time mutually agreed upon with prepaid pay in accordance with the following schedule:

Service	Vacation	Vacation Pay
1 year	1 week	2% of all monies earned, less all premium pay for overtime hours worked.
2 years	2 weeks	4% of all monies earned, less all premium pay for overtime hours worked.
10 years	3 weeks	6% of all monies earned, less all premium pay for overtime hours worked.
15 years	3 weeks	6% of all monies earned less all premium pay for overtime hours worked.
16 years	3 weeks and (*) 1 days	6% of all monies earned less all premium pay for overtime hours worked.
17 years	3 weeks and (*) 2 days	6% of all monies earned, less all premium pay for overtime hours worked.
18 years	3 weeks and (*) 3 days	6% of all monies earned, less all premium pay for overtime hours worked.
19 years	3 weeks and (*) 4 days	6% of all monies earned, less all premium pay for overtime hours worked.
20 years	4 weeks	8% of all monies earned, less all premium pay for overtime hours worked.

(*) Additional days vacation to be paid at the journeyman's hourly rate then in effect.

(a) Scheduling of vacations shall be mutually agreed upon by

the employee and the Employer, however, it is agreed that at no time shall an employer be forced to grant more than three (3) weeks of vacation time without his consent, it being provided that those employees who are entitled to three (3) weeks commencing in the first year of this Agreement shall, if the Employer requires, take one week of the vacation entitlement during the Christmas season.

- (b) At the employee's option he may elect to receive pay for all vacation time due him in excess of two (2) weeks, without taking the time off.

19.2 The employee who has been in continuous employ of the Employer for the longest period (by classification) shall have the first choice as to vacation time.

19.3 An employee who is eligible for a vacation, but does not take his vacation, will not be entitled to vacation pay and his Employer will not be liable for, or required to give him vacation pay, except as provided in Paragraph 19.1 (b) above.

19.4 Vacation rights and vacation pay shall accrue and become due on the anniversary of each employee's hiring date.

After an employee's vacation rights have accrued, they shall be unaffected by layoff, discharge, or quit thereafter.

Employees who have completed three (3) months or more service who are laid off for two (2) weeks or more, or enter military service, shall be entitled to their vacation pay immediately, or if such employee is laid off more than twice during a contract fiscal year period, at each subsequent layoff, the Employer shall pay his prorated vacation at time of layoff. Vacation benefits shall be paid calculated as provided in this article upon their straight time earnings since their most recent anniversary date, less any vacation pay heretofore paid upon their earnings since said anniversary date.

No employee who quits or who has been discharged before the anniversary of his hiring date shall be entitled to this fractional vacation benefit.

19.5 An employee may request his vacation in advance of his

accrual date. In such an event the leave of absence procedure as herein specified, shall apply, but vacation pay will not be paid until his accrual date.

19.6 Any employee who retires under the Pension Plan set forth hereinafter or for disability, shall be entitled to vacation pay calculated to the day of such retirement.

20

GROUP INSURANCE

20.1 The several group insurance coverages have been combined into a single composite plan known as the "Dealer's Union's Insurance Fund". This provides eligible employees with a broad range of benefits and protection. Because of the exhaustive nature of the manifold insurance provisions, employees are referred to the booklet prepared and published by "Pacific Mutual", which presents the details of the plan above mentioned and sometimes also called the "Group Insurance Plan".. In brief, the coverage includes Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Benefits, Hospitalization and Surgical Benefits, Dental Plan, Prescriptions and commencing May 1, 1977, Vision Care.

20.2 It shall be the duty of the employee when becoming eligible for the benefits as set forth in this Article, Paragraph 20.1 hereof, to notify the Employer within thirty (30) days after such eligibility, if such employee has not received evidence of his coverage of the social benefits as provided herein. It shall, however, be the Employer's obligation to notify the employee of his rights under this Section. Such Employer may give notification by informing a new employee at the time of hire, by a letter and/or by posting and maintaining of any bulletin board in the place of employment, a copy of this Article.

20.3 In order to be eligible for said insurance coverages an employee must have completed one (1) month's continuous active employment for that Employer since his last hiring date, hereinafter called the waiting period, and his coverage shall be

effective upon the day immediately succeeding that day upon which he completes his waiting period. Any employee shall have the right not to participate in the health and welfare and insurance benefits set forth in the preceding paragraph, provided such employee signs a waiver of his own free will of such rights to such benefits. A copy of such waiver shall be forwarded to the Union and such employee shall have a right within thirty (30) days after the execution of such waiver, by making a written request to the Employer, to cancel such waiver and participate in the benefits under the preceding paragraphs.

20.4 Notwithstanding the provision as to eligibility in the preceding paragraph, each Employer shall co-operate with any employee who enters his employ after being laid off or discharged by another signatory Employer, and who, while in the service of the former Employer, has qualified for and obtained and still has in effect for him the insurance coverages above described, in continuing in effect without serving any waiting period for his new Employer the said existing insurance coverages. The premiums for said insurance coverages for said employee shall be paid as herein provided, and as if the employee had served a waiting period. It shall be the obligation of each such employee at the time of hire to notify his new Employer of said existing insurance coverages and to request such Employer co-operation.

20.5 Except as may be otherwise provided in the contracts as to the insurance provided for above, said benefits shall cease as to any participating employee when his active employment ceases by reason of quit, discharge or layoff.

- (a) Contingent upon the actuarial soundness of the Dealer's-Union's Insurance Fund, and Trustee approval, any pensioners may upon such terms as the Trustees may elect, participate in the hospitalization and/or other benefits of said Fund, so long as no further contributions thereto are requested of employer, whose obligation is fixed for the terms of this Agreement.

20.6 In cases of interruption of active employment due to leave of absence or lay off, unless otherwise provided in the

contracts as to the insurance provided for above, said benefits shall be continued for participating employees at their own total expense up to a maximum of two (2) billing months beyond the end of the billing month during which the absence commenced. In the case of interruption of an employee's active employment due to illness or disability, the Employer shall pay the full premium cost of all the Insurance provided for this section, including the employee's contribution, for said employee for a period of three (3) billing months beyond the end of the billing month during which the illness or disability commenced as an advancement against future wages. By accepting the benefit of such premium payments, the employee authorizes and agrees that his Employer may deduct the cost thereof from his wages upon his return to work.

20.7 The above provisions are merely descriptive of the benefits to be provided to participating employees, and all such benefits will be provided for by, and will be subject to, the terms and conditions of the several insurance contracts, and the Employer shall have no liability hereunder other than to make said benefits available to all eligible employees on the terms stated in this agreement and in the manner herein provided.

20.8 The cost of the insurance provided for in paragraphs 38.1 of this agreement shall be shared and paid for by the Employer and all of his eligible employees covered by this agreement as hereinafter provided.

20.9 Upon receipt of voluntary authorizations in writing from each employee, which the employees shall execute and deliver to their Employer, the Employer agrees to check off from the employees' wages the employee contributions provided for in the next preceding paragraph. Said deductions may be made in any week that the employee is employed. However, for regular full time employees the deductions shall be made during the third payroll week of each month.

20.10 The monthly premiums for said insurances shall be paid effective as of the date of this Agreement.

20.11 Any increase in costs during the period of this contract in this program shall be borne by the Employer.

PENSIONS

21.1 The Union and the Employer have established a pension plan designated as the International Association of Machinists National Pension Plan, Benefit Plan B.

The Company shall commence contributions at the completion of the employee's probationary period, but no later than sixty (60) days after the date of hire.

Contributions shall be made no later than the twentieth (20) of each month covering payroll period endings in the previous month.

The Company shall sign the Standard Participation Agreement.

Retirement of employees covered by this Agreement shall be compulsory at such time as they shall have attained the age of seventy (70) years.

21.2 The National Pension Plan, Benefit Plan B has been generally described in literature designed by Pacific Mutual Life Insurance Company; and same may be obtained upon request, by any employee.

21.3 Contributions of the Employer are set forth in Paragraph 21.4 next below, covering the three-year term of this Agreement; and the Plan is incorporated by reference as a part of this Agreement.

21.4 Beginning June 15, 1979, and continuing during the term of this Agreement, the Company shall make a contribution for each hour worked, up to a maximum of forty (40) hours in any one week for each employee in the bargaining unit to the I.A.M. National Pension Fund, Benefit Plan B. (See pension rate schedule below.)

The Company shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations and paid holidays.

New Pension rates to read as follows:

	June 15, 1979
	to
	April 30, 1980
	37½c per hour worked
Maximum of	\$15.00 per week
	May 1, 1980
	to
	April 30, 1981
	40c per hour worked
Maximum of	\$16.00 per week
	May 1, 1981
	to
	April 30, 1982
	42½c per hour worked
Maximum of	\$17.00 per week

21.5 The trust fund for each pension program shall have equal representation of the Employer and the Union with one (1) disinterested Chairman who shall have equal vote on all questions concerning the administration of said pension fund.

21.6 This Article contains the entire agreement between the parties regarding pensions and retirement and no oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund, unless the Trustees consent thereto in writing. No grievance procedure settlement or arbitration decision with respect to the contribution payment obligation under this Agreement shall be binding upon the Trustees of the Pension Fund, unless the Trustees consent thereto in writing.

22

JURY DUTY PAY

22.1 In the event an employee is required to perform service as a juror and is thereby required to lose time from his job, the Employer will pay to him the difference between eight (8) hours' pay at the minimum hourly day rate of his classification

and his pay as such juror for each day that he so serves. However, the employee will be required to report promptly for work during any day in which his services as a juror do not require his attendance in court.

23

SCHOOL PAY

23.1 Both the Employer and the employee recognize that in order to have competent employees it is to their mutual benefit that employees should wherever possible attend school when requested by the Employer. The Employer does agree that whenever the Employer requires an employee to attend special schools for the training of mechanics by the factory or other organizations such mechanic shall be paid his base rate (straight time hourly rate) or such other rate as has been paid prior to the execution of this contract for all time spent in such school, including traveling time, and, in addition, he shall be reimbursed for any expense in going to and from such school for transportation only; and, if in the event such mechanic shall have been entitled to overtime compensation in such work week in which the mechanic attends school, the base rate or hours shall not be used in the calculation of overtime so as to reduce his average overtime premium.

24

COVERALLS

24.1 If it is required or desired, each employee shall have five (5) changes of uniforms per week, and the company does agree to pay 50%.

24.2 The uniforms to be worn by employees, once established, shall be the same for all employees.

24.3 The company agrees to provide rain gear for all outside employees. The gear shall at all times remain on the premises of the company. It shall be replaced when necessary but no more than once in any 12-month period.

TOOL INSURANCE

25.1 The Employer agrees to cover by insurance, or to self-insure employees against loss by fire, windstorm, burglary and larceny and/or other casualty, except for sneak thievery and the loss of individual small tools, the working tools of his employees required to have tools, who are covered by this Agreement, provided, however, that any employee who desires the benefits of this paragraph, shall at all times keep on file with his Employer, an inventory of his working tools (which shall be current within one (1) year and their approximate replacement costs. An inventory need not be by individual items, but shall be grouped so as to be convenient for both the Employer and the employee.

It is provided that it is the intent to protect employees' personal tools to the extent of their value, if the contents of any compartment, drawer, or a substantial portion thereof, or the entire tool box contents, or the box itself is stolen or meets with any of the casualties hereinbefore set forth.

The insurance shall be on a non-deductible basis for actual value of the tools lost.

The Employer shall have no other liability under this paragraph than to furnish and pay the premiums necessary for adequate coverage; if the Employer elects not to be self-insured, any adjustment with any insurance company under this paragraph, shall be paid the individual employee by the insurance company.

25.2 The Employer will have available for each employee, a form to be approved by the Union, for each mechanic to list and value his working tools so that there will be an equitable basis for the establishment of any loss in the event of damage by fire, windstorm and burglary of the Employer's establishment. Any employee who is to remove any tools from his Employer's establishment shall notify the Employer in writing the amount of tools he is removing. This shall not apply to the removal by the employee of miscellaneous small items not generally kept on the Employer's premises.

LEAVES OF ABSENCE

26.1 Leaves of absence shall be granted to all employees who enter the U. S. Military or Naval Service. In such event the provisions of the U. S. Universal Military Service and Training Act of 1951 and all amendments thereto shall apply, including the retention and the accumulation of seniority. Said employees shall be returned to work in accordance with the provisions of the above Act and only when all requirements of the Act are met.

26.2 Any employee who shall be hired on a full time basis by the International Union or a local lodge thereof, shall be granted a leave of absence for the time of such employment and accumulate seniority.

26.3 The Employer, upon being shown good and sufficient reason shall grant an employee a leave of absence without loss of seniority for a period not in excess of ninety (90) days, or extended leaves to exceed ninety (90) days, shall only be granted with the mutual consent of the parties. No seniority shall, in any event, accumulate after a One Hundred Eighty (180) day leave of absence. An employee who requests a leave shall do so upon written application at least two (2) weeks in advance. When a leave is granted it shall be in writing and shall state the terms thereof. The Employer, the Union and the employee shall have a copy thereof. Should an employee violate the terms of his leave of absence, he shall be considered to have quit. (See form attached and marked Exhibit A.) No employee shall be entitled to holiday pay if the holiday falls within the leave of absence.

If an employee does not return to work on or before the expiration of his authorized leave, he shall lose his seniority.

26.4 The two weeks advance notice is waived for emergency reasons. Failure of Employer to answer within seven (7) calendar days of receipt of the employee's request for a leave of absence, automatically grants the employee the requested leave of absence.

26.5 Automatic permission to be absent from work shall be granted in the event of acute illness and/or an emergency for such period of time as is reasonable, provided such emergency or acute illness is properly verified. The extent of such leave of absence in the event of acute illness and/or emergency shall be mutually agreed.

26.6 FUNERAL LEAVE: Employees shall be entitled to a maximum of three (3) days Funeral Leave with pay at his hourly rate then in effect, subject to the following conditions:

In the event of a death in the employee's immediate family, i.e. Father, Mother, Sister, Brother, child, Spouse, "current" Mother-in-law, and father-in-law, it is recognized that three (3) consecutive calendar days ending with the date of the burial may be needed by the employee to attend the funeral services.

If any of these three (3) days are on his scheduled working days, the employee shall suffer no loss of pay. The Company reserves the right to request proof of death and attendance by covered employees.

27

SENIORITY

27.1 All new employees shall serve a probationary period of thirty (30) calendar days after which they shall acquire seniority retroactive to their hiring date. The probationary period may be extended by mutual consent.

(a) If it is agreed that the seniority of those employees on the payroll prior to May 1, 1970 in the classification of lubrication man, garageman, porter or service utility man be protected on a general seniority basis within the new classification of garagemen.

(b) In the upgrading of employees from garagemen classification to journeymen mechanics; such employees shall retain seniority for all purposes except layoff and recall, and shall be allowed to apply one year seniority in the journeymen mechanic classification (accumulated). Employee shall have the right to return to his former classification in the event of

layoffs with the amount of retained seniority plus one year, in the journeymen classification.

27.2 In the laying off and re-employment of the employees, seniority shall govern by classification. For use only with respect to layoffs, one Union Steward who has been duly elected by the employees of the Employer shall have top seniority while he is steward, provided he has one (1) year of seniority with the Employer and providing he is qualified to perform the available work. A Union Steward who has been replaced through an election held in accordance with the constitution of the Union, and who remains at work in the employer's place of business, shall retain No. 2 position on the seniority list, regardless of his years of service, for thirty (30) days from the time of his replacement. At the expiration of the thirty (30) day period such former Union Steward shall take his normal place on the seniority list.

27.3 Seniority rights of employees shall apply in all additional garages operated by the legal entity during the term of this agreement in the Greater Cleveland area.

27.4 In the event it becomes necessary to reduce the number of mechanics in the shop, a flat rate mechanic may, without loss of his seniority, waive the seniority rights in favor of an hourly rated mechanic and accept a layoff rather than displace such hourly rated mechanic. The said waiver shall be in writing signed by the Employer, the Shop Steward, and the employee who is waiving his seniority rights. In the event the number of flat rate mechanics is to be increased, he shall be recalled to that job in accordance with his seniority.

27.5 An employee shall lose his seniority in the following instances:

- (a) Voluntary termination or resignation.
- (b) Discharge for cause.
- (c) Failure to report for work for seventy two (72) hours, excluding Sundays and holidays, or to give acceptable cause for not reporting.
- (d) Failure to report for work after a layoff within seven (7)

calendar days. The employer shall notify the employee to report for work either by telegram and/or letter to the last known address of the employee. It shall be the employee's duty to keep the employer informed of any change of address.

It is agreed that if the employee informs the Employer that it is not his intention to return within the seven (7) calendar days set forth herein, that in such event, the 7-day waiting period is waived.

- (e) All employees who have been on the active payroll for a period of less than one (1) year shall be retained on the recall list for a period equal to the period of their active employment with the employer. In any event, they are to be retained on the seniority list for a minimum of six (6) months; and if an employee has been on the active payroll of an employer in excess of one (1) year, he shall be retained on the recall list for twenty-four (24) months; it shall, however, be mandatory that the employee, if such employee has been laid off in excess of six (6) calendar months, notify the employer by certified letter that he is available for work and desires to return to his former position. If the employee fails to notify the employer, the employer shall have the right to remove such employee from the seniority rolls.

28

GENERAL LAYOFF PROVISION

28.1 Whenever in the opinion of the Employer the conditions of his business require a reduction of his working force, employees in the various classifications may be laid off in accordance with their seniority, that is, the man with the least seniority in the classification shall be laid off first. It is recognized that employees at the bottom of the seniority list are automatically on notice of possible lay-offs due to lack of available work. However, no employee shall be laid off for a part only of a regular work day. There shall be no overtime scheduled when there are laid off employees.

28.2 If an employee is laid off any day of a work week, and is subsequently recalled within that same week, such employee shall be guaranteed work for the remainder of that work week following his return from layoff.

29

PROCEDURE WHEN THERE IS EXCESSIVE IDLE TIME

29.1 When the total idle time clock hours per week for two (2) consecutive weeks, equals 15% of the total clock hours available to all flat rated mechanics, or 15% of the total clock hours available equals or exceeds 40 idle hours, there shall be a reduction in the working force at the rate of one employee for each forty (40) hours.

The employer shall be notified in writing by the shop steward prior to applying the foregoing procedure.

30

LAYOFFS OR DISCHARGES

30.1 Notwithstanding any other provision in this agreement, the Employer may discharge any employee immediately for just and proper cause. Whenever an employee is discharged or laid off he shall be given a separation slip in the form hereto attached and marked "Exhibit A" before he is required to leave the shop, and a copy thereof shall be given to the Steward. In the event any employee is laid off or discharged and after investigation it is proved that such employee has been unfairly dealt with such employee will be returned to work and will be paid for all time lost at his average earning rate in such amount as may be agreed upon or determined, providing his complaint was filed in writing with the Service Manager and the Union within two (2) working days after his discharge or layoff. Failure to comply with the two-day filing requirement shall result in employee forfeiting his right to these provisions and the grievance procedure.

GRIEVANCE PROCEDURE

31.1 A grievance is a complaint, dispute or controversy involving a question concerning the meaning, interpretation or application of the language of this Agreement. No grievance will be considered unless it is formally presented in writing within a period of two (2) working days after the occurrence of the known event which is the subject of the grievance. The grievance will be considered invalid if a party fails to comply with this time requirement. In the event of any dispute arising between the Employer and the employees as to the interpretation or application of this agreement or any grievances arising during the term of this agreement there shall be no lockout or strike, but the same shall be adjusted in accordance with the following procedure.

31.2 The Employer and the Union Committee for the shop and the Union representative, if the Committee so desires, shall meet within two (2) working days and shall attempt to settle the matter.

31.3 If the matter is not thus settled, either the Union or the Employer may request a joint interpretation of the contract as applied to the matter in dispute from the Employer's and the Union's representative who negotiated the agreement. If the request is by the Union, it shall be made directly to the Employer's representative by the Union's representative, with notice, either oral or written, to the Employer, and if the request is by the Employer, it shall be made directly to the Union's representative by the Employer through its representative. Promptly after receipt of such notice the Employer's and the Union's representative shall meet in reference to the matter in dispute. In the event of a unanimous interpretation, said interpretation shall be applied by both the Employer and the Union and the dispute thereby settled. Failure by the Employer to act upon a grievance within thirty (30) days of its submission shall result in Section XLIII becoming null and void.

31.4 If the grievance or dispute is not settled under either 31.2 or 31.3 above, or if there is not unanimous interpretation of the agreement applicable to the dispute, it may be submitted for arbitration upon request by either party. The procedure for obtaining arbitration shall be as follows:

After the written notice of position is given by either party to the other, the party aggrieved shall within seven (7) calendar days after the procedures as set forth hereinbefore shall have been completed, give notice of his intent to arbitrate to the other party by certified mail, and shall within said period notify the Federal Mediation and Conciliation Service or the American Arbitration Association by letter, of a desire for the appointment of an arbitrator. Failure to do so within the time limit as set forth shall bar any further action and the grievance shall be considered settled.

31.5 The party desiring arbitration shall make written application to the Director of the Federal Mediation and Conciliation Service, or to the American Arbitration Association for the appointment of a panel of nine (9) qualified and recognized conciliators. From this panel of nine, the company shall strike one (1). If unsatisfactory to the Union, the Union shall strike one (1) and if such appointment is unsatisfactory to the company, the process shall be continued until there is one (1) arbitrator left on such panel. Such arbitrator shall be a disinterested person and shall serve as an impartial arbitrator. The Impartial Arbitrator shall hold a hearing at the mutual convenience of the parties and take all pertinent evidence bearing on the dispute. He shall interpret and apply this agreement, but he shall not have power or authority to alter or modify it in any particular. His decision and award shall be in writing and shall be made as soon as reasonably possible after the hearing. It shall be final and binding upon the parties and all parties agree to abide by the award. Each party shall stand the expense of its own representatives at the arbitration hearing, and one-half ($\frac{1}{2}$) of the fee and expenses of the Impartial Arbitrator if any. The parties shall select an arbitrator within

ten (10) days after receipt of the panel if at all possible. The parties shall schedule the arbitration hearing at the earliest mutually convenient date.

32

NEW CAR INSPECTIONS AND ADJUSTMENTS

32.1 The Employer shall have the right to designate one or more mechanics to handle inspection and minor adjustment work on new motor vehicles, including inspection, make-ready, road tests, and the handling of "come-backs" on new motor vehicles. Said employee or employees shall be paid on the basis of an hourly rate of not less than the rates set forth in 11.1, but no employee previously employed on a flat rate basis in a new car department shall be compelled to accept assignment to this job.

If no flat rate mechanic desires to accept an hourly rate in an established new car department, in such event the Employer shall be privileged to hire an hourly rated mechanic, exclusively for the new car department and the lowest line (flat rate) mechanic in point of seniority shall be laid off.

Except as provided for in paragraph 32.3 it is understood that installation of accessories and tear down work on new motor vehicles will be done on a flat rate basis, and will ordinarily be assigned to mechanics employed on that basis. Each employee working under this paragraph, in the event of a need for an additional flat rate mechanic in the shop, shall have preference for that job in accordance with his seniority as soon as he can be replaced. In the interim no new flat rate mechanics shall be hired. Where no such department is in existence as of the date of this agreement, a new department may be set up under this paragraph, by mutual consent, it being provided however, if no mechanics desire to do new car work on an hourly basis, as set forth herein, in such instances, the Employer shall be privileged to set up immediately a new department automatically.

An Employer must give sixty (60) days' notice of his intent to establish or discontinue a new car department.

32.2 Road testing shall be performed by an assigned non union employee.

32.3 Commencing with the 1977 models, the company may elect to have the following accessories installed in the new car department: radios, mirrors, luggage carriers, body side mouldings and door edge guards.

33

USED CAR DEPARTMENT

33.1 The Employer may designate one or more mechanics to work on used cars. Said employee or employees may be assigned regular service work on off-brand motor vehicles. Said employee or employees shall be paid on an hourly basis of not less than the applicable amount set forth hereinbefore. No employee previously working on a flat rate basis shall be compelled to take this job on used cars, if previously employed on a flat rate basis. Each employee working under this paragraph, in the event of a need for an additional flat rate mechanic in the shop, shall have preference for that job in accordance with his seniority as soon as he can be replaced. In the interim no new flat rate mechanics shall be hired. Where no such department is in existence as of the date of this agreement, a used car department may be set up under this paragraph by mutual consent, it being provided however, if no mechanics desire to do used car work on an hourly basis, as set forth herein, in such instance, the dealer shall be privileged to set up immediately a used car department automatically.

If no flat rate mechanic desires to accept an hourly rate in an established used car department, in such event the dealer shall be privileged to hire an hourly rated mechanic, exclusively for the used car department, and the lowest line (flat rate) mechanic in point of seniority shall be laid off.

An Employer must give sixty (60) days' notice of his intent to establish or discontinue a used car department.

34

OLD OPERATIONS CONTINUED ON NEW MODELS

34.1 Whenever a new model in a particular line of cars comes out before a factory flat rate manual or supplement applicable to that model comes out and particular operations on the new model are comparable with the same operations on previous models for which time allotments appear in the then current flat rate manual then being used by the Employer, then, and in that event only, said time allotments shall be continued in effect for those operations until a factory flat rate manual fixing time allotments for those operations comes out, after which time that factory flat rate manual shall apply.

35

NEW OR CHANGED OPERATIONS ON NEW MODELS

35.1 Whenever a new model in a particular line of cars comes out and the servicing of said new model requires the performance of new operations or changed operations for which no time allotments appear in the then current flat rate manual then being used by the Employer, then, and in that event only, said new operations performed on an hourly basis for the entire shop, provided, however, that upon sixty (60) days' prior written notice given by the Union or by the Employer's representative after the coming out and servicing of said new model or models at day rate, the Union and the representatives of all the signatory dealers shall meet and determine what shall be done with respect to said new or changed operations pending publication of time allotments therefor by the Manufacturer, at which time the new factory manual shall be placed into effect.

**MANUALS AND SUPPLEMENTS
USABLE UNDER THIS AGREEMENT
LINE OPERATIONS—NOT BODY WORK**

36.1 The flat rate manuals usable under this agreement shall be:

- (a) On factory warranties, the initial Flat Rate book as published by the factory shall be used for the calculation of time allotments on all previous models. On the current book, the mechanic will only be held to the time allotment for warranty work as first established by the factory for the current year.
- (b) No Charge Items. Uniform time allotments for "No Charge" items appearing in the factory flat rate manuals and for unlisted operations commonly performed but for which no time allotments appears in the factory flat rate manuals, and not heretofore negotiated, shall be negotiated by the Union and all the Signatory Dealers for each particular line of cars, which uniform time allotments shall thereafter be made and considered as a part of the usable factory flat rate manual for that particular line of cars.

36.2 Whenever a time allotment has been established by the factory manufacturing the line of cars handled by an Employer for models other than the current models, such time allotments as have been established shall remain in effect for the life of this contract, and the Employer does agree to pay journeymen mechanics on the basis of such time allotments.

36.3 Each steward shall have a copy of the Flat Rate Book for all current and previous models.

**PROTECTION AGAINST INEQUITIES—
ALL LINES**

37.1 The Employers and the Union agree that adherence to the time allotments set forth in the then current factory flat

rate manuals and supplements is highly desirable. However, in the negotiations leading to this agreement the Union alleged the existence in such manuals, or in such supplements, of obvious inequities outside of and away beyond the usual "give and take" of incentive standards. The Union called these "horrible inequities". The purpose of this Section 37 of this agreement is to provide a procedure for the solution to this problem.

37.2 The foregoing procedural steps as set forth in this section and the paragraphs following, are usable only for the latest current model vehicles, and/or current factory manuals or supplements.

37.3 Any flat rate line mechanic to whom is assigned the performance of an operation upon the latest current model vehicles and/or current factory manuals or supplements in his Employer's line of cars or trucks who, by reason of his experience on that operation is of the opinion that the factory time allotment applicable to said operation is a "horrible inequity" shall have the right to perform that operation as day work at the applicable rate then in effect, instead of at the applicable rate per flat rate hour times the time allotment specified by the factory for that operation, provided he then and there so advises the Service Manager and fills out and signs a Day Work Ticket in triplicate in the form which is hereto attached as Exhibit C and returns the original and both copies thereof to the Service Manager.

37.4 Upon delivery of the triplicate Day Work Ticket signed by the flat rate line mechanic to the Service Manager, the employee shall proceed with the job at day work and the Service Manager shall deliver two (2) copies of the executed Day Work Ticket to the employee's Shop Steward and retain the other copy for the Employer's files.

37.5 The Joint Standards Committee shall be composed of four (4) persons, who shall be selected and may be replaced, two by the Employer's Representative for that particular line of cars, hereinafter call the Employer Members, and two (2) by the Union, hereinafter called the Employee Members. The Employer Members may be Service Managers or Dealers or

both. The Employee Members may be Flat Rate Line Mechanics or Business Representatives of the Union or both. The Employer Members shall jointly have one vote and no fractions. The Employee members shall jointly have one vote and no fractions. The Employer Members and the Employee Members shall each choose a Chairman of their group and notify the Union and the Employer's Representative of their selection. The Chairmen so chosen shall alternate from month to month in presiding at the meetings of the Committee. The Union may submit to a joint standards committee, selected in accordance with this paragraph, a list of inequities, and the committee shall meet in accordance with this section. It being further agreed that when the Standards Committee has agreed on an adjustment such adjustment will remain in effect for the life of this Agreement.

37.6 The Joint Standards Committee shall meet upon call by either of its Chairmen at a time and place mutually convenient upon five (5) days' written notice to its members by the Chairman calling the meeting.

37.7 The Joint Standards Committee for a particular line of cars and trucks, without other representatives, shall have the duty to meet, consider, and dispose of the Day Work Tickets referred to it. Either of the Chairmen of the Committee may request and obtain an adjournment of any meeting to a subsequent mutually convenient day when he deems it necessary.

37.8 Disposition of any Day Work Ticket by the Joint Standards Committee is limited to the following:

- (a) By unanimous action the Committee may nullify a Day Work Ticket, in which event the Committee shall so report in writing, over the signatures of all of its members, to the Union and to the Employer's Representative who shall in turn notify each Signatory Employer in that particular line of cars that a Day Work Ticket challenging the time allotment for that particular operation has been nullified by the Joint Standards Committee. Thereafter, and in such event, that operation shall be performed exclusively at flat rate at the time allot-

ment then stated in the then current factory manual or supplement in all of the shops of the signatory Employers in that particular line of cars without any retroactive effect.

- (b) By unanimous action the Committee may adjust the operation involved in any Day Work Ticket, in which event the Committee shall report in writing, over the signatures of all of its members, to the Union and to the Employer's Representative who shall in turn notify each Signatory Employer in that particular line of cars that the operation has been adjusted by the Committee from hours to hours. Upon receipt of said report the adjusted time allotment shall be placed into effect immediately in all of said shops without any retroactive effect.
- (c) Failing to agree on nullifying a particular Day Work Ticket or upon an adjustment of the operation described on that ticket, the Committee shall so report in writing, over the signatures of all its members, to the Union and to the Employer's Representative who shall in turn notify each Signatory Employer in that particular line of cars that a Day Work Ticket challenging the time allotment for that particular operation has been considered by the Joint Standards Committee and that its members have failed to agree on either nullification or adjustment. Upon receipt of said report that particular operation shall thereafter be performed exclusively as day work at the applicable rate then in effect in all of said shops without any retroactive effect as long as the then current factory manual or supplement is in effect.

37.9 No employer shall make any agreement with his employees, nor shall any such agreement be demanded, whereby time allotments are established for any operation not appearing in the flat rate manuals properly in use under this agreement, except as provided in paragraph 20 of this agreement.

37.10 No employer shall make any agreement with his employees, nor shall any such agreement be demanded,

whereby time allotments are changed from those appearing in the applicable factory flat rate manuals except as provided otherwise herein.

37.11 Realizing that the spirit in which the foregoing paragraphs in this article of this agreement are observed and administered will determine their success or failure, the parties further agree that their intentions are that it be limited to obvious inequities which are outside of and away beyond the usual "give and take" of incentive standards and that no wholesale revision of time allotments is intended.

37.12 The Employer, acting in cooperation with the Signatory Dealers in its line of cars, reserves the right, without prejudice to the above procedure, to present to the factory for restudy and possible adjustment any flat rate time allotments deemed inequitable. The Union and its members agree to cooperate fully in the accumulation and preparation of the necessary data for that purpose.

37.13 The Employers agree to furnish once each calendar year, during the term of this contract, a copy of the W-2 Form furnished by Internal Revenue on a journeyman, with a total number of clock hours worked by each employee.

38

CHANGE OF LINE AND DUALLING

38.1 When an Employer changes the line of vehicles sold and/or duals with another line of vehicles, it shall be the mutual responsibility of the Employer to provide, and the employee to accept, sufficient training for such employees to become qualified to perform the necessary servicing of such vehicles. This opportunity for instruction shall be offered equally to all mechanics.

38.2 An employee who does not avail himself of the opportunity for instruction and who later cannot qualify to perform such work shall be subject to the provisions of this agreement.

39

APPRENTICESHIP PROGRAM

The parties agree to establish an apprenticeship program. Said program shall be established within 180 days after the effective date of this Agreement.

40

OUTSIDE LABOR

40.1 All labor referred to in Article I, will be performed in the Employer's place of business whenever practicable and provided equipment and space permits. Claims of abuse of the privileges afforded by this paragraph may be adjusted through the Grievance Procedure.

41

SUPPLIES

41.1 **Car Washing Supplies and Equipment.** It is agreed that the Employer will furnish car washers all sponges, chamois, boots and aprons, necessary in the performance of their duties.

41.2 Each dealer, if in the event metric tools are required, will have one (1) set available for the shop.

42

GENERAL MISCELLANEOUS PROVISIONS

42.1 If the Employer shall move his present place of business to any new location in the Greater Cleveland area, or if the Employer shall transfer to a new location in the Greater Cleveland area work presently covered by this agreement, the provisions of this agreement, including seniority rights of employees, shall continue to be applicable during the term hereof.

42.2 The methods of payment and the rules concerning same set forth in this agreement shall be obligatory upon each Employer and its employees; however, nothing contained in

this agreement shall prevent the payment of a higher rate of pay at the discretion of the Employer and no employee shall have his rate of pay reduced as a result of this agreement.

42.3 The Employer will maintain suitable and proper sanitary, ventilating, cleaning and safety facilities, and employees will cooperate in the use and maintenance (not repair) of such facilities. Present ventilation systems will be improved where they are endangering the health of employees.

42.4 Notwithstanding the form of this agreement, and the fact that the signatory Employers and the Local Union have signed the same triplicate originals of this agreement, by their authorized agents this agreement shall at all times be considered as an individual agreement between each Employer and the Local Union as separate contracting parties. The Local Union and each Employer shall be responsible only for the performance of its own obligations under this agreement and a breach of this agreement by an party shall not be considered as a breach of it by any other party.

42.5 Any employee who is laid off because of vindictive action on the part of the Employer shall be returned to work with full back pay and seniority.

42.6 All past, present and future letters of understanding and interpretations shall remain in effect during the life of this contract.

42.7 In the event a line mechanic terminates his employment for any reason with dealer, in such event the line mechanic with the greatest amount of seniority may, if he so elects, request and receive the stall formerly occupied by such terminated employee. Any stall vacated by reason of the exercise of the senior employee may be filled by the Service Director. It is the intent that there shall only be one move and that is for the top seniority employee. If senior employee fails to exercise his prerogative, the next employee on seniority list and previously assigned to the line shall have the right to make such move and not other moves will be made except by the Service Director.

43

NO STRIKE—NO LOCKOUT

43.1 In consideration of Section 31, it is mutually agreed that there shall be no strikes, sitdowns, slowdowns, stoppages of work, picketing of any kind or nature whatsoever however peaceful, any acts of any nature which tend to interfere with production or lockouts during the course of this Agreement.

43.2 In the event a work stoppage occurs in the Employer's shop in violation of this agreement, the Union shall be notified thereof immediately by the Employer. Upon being so notified, the Union shall forthwith notify the employees that the work stoppage is in violation of this agreement and take all reasonable steps to restore normal operations. In the event that the Union in any such situation performs the obligations of this paragraph in good faith, it shall not be liable in any suit in any court for the money damages caused by said stoppage.

43.3 Pursuant to the provisions of the decisions of the National Labor Relations Board as approved and ratified in court actions, no employee shall be disciplined for refusing to enter upon or make a delivery at property where there is a primary labor dispute in progress and such dispute is supported by a primary picket line.

44

SHOP REPRESENTATIVE

44.1 The members of the above named Union in any garage may choose from the regular members of the above named Union, a representative or steward to act on their behalf in such garage. There shall be no discrimination against any such employee because of his legitimate activities as such representative or steward.

45

SUCCESSOR CLAUSE

45.1 This Agreement is binding upon the Union's Local and the International in accordance with the Constitution and By-Laws of the Local and International in effect on May 1, 1976

and upon the employer, its successors or assigns, and, if a partnership or individual, its administrators, executors or assigns. By successors, it is construed by agreement to be any individual, firm or corporation who purchases all or substantially all of the assets of the employer, whether in a legal proceeding or by voluntary contract, and the Agreement for the duration shall be in full force and effect and shall be applicable to such purchaser. The no-strike provisions will be suspended if in the event within five (5) days the Union dues deducted by checkoff and/or the Welfare Funds are not paid to the Trustees after due demand is made by the Union and this provision shall be applicable to such successors to the employer signator to this Agreement, as well as the employer. If within ten (10) days it is claimed that the dealer is a successor and said dealer does not recognize the Union, the no strike clause is no longer applicable. A successor dealer's maximum liability shall be for thirty (30) days on Pension and Health and Welfare benefits.

46

DURATION

46.1 This Agreement shall be in full force and effect for a firm term of three (3) years, covering the period June 15, 1979 through April 30, 1982.

It shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to May 1, 1982.

46.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to May 1, 1982 or May 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of June, 1979, at Cleveland, Ohio.

FOR THE EMPLOYEES:
Auto Mechanics Local Union No. 1363,
District No. 54, International Association
of Machinists (AFL-CIO).

By Philip M. Zannella, Sr.
By Raymond A Mathers
By Arthur P. Sondag
By Thomas J. Stanek
By Philip M. Zannella, Jr.

SIGNATORY DEALERS

James R. Garfield II

RULES AND REGULATIONS

Governing the Actions
of Garage Employees

The following rules and regulations, and the penalties to be charged for violation of same, are placed into effect, (with the joint approval of the Company and the Union), so that all employees of the Company may know what duties are required of them in the general conduct of the Company's business.

Nothing in these rules and regulations shall abrogate the employee's right through the Union of which he is a member, to challenge a penalty through the regular grievance machinery.

(Immediate Discharge)

1. Deliberate damage to Company property of other employees.
2. Provoking or instigating a fight, or fighting, or striking a fellow employee or Company representative on Company property.
3. Possessing intoxicants or drugs in the shop or reporting to work under the influence of intoxicants or drugs.

4. Carrying weapons or explosives, concealed or openly, into the shop or onto the premises.
5. Immoral conduct or indecency.
6. Wilful falsification of records, time reports, or employment application.
7. Stealing Company property or that of the fellow worker.
8. Sleeping on a job during working hours.
9. Knowingly punching another employees clock card, having your clock card punched by another or altering a clock card for any reason whatsoever.
10. Absence of three (3) consecutive working days without just cause.
11. Insubordination such as refusal to work on the job assigned within your classification.

(WARNING NOTICE)

1. Habitual tardiness.
2. Habitual absenteeism.
3. Failure to report personal injury occurring in shop.
4. Doing personal work on Company time and with Company tools without permission from your supervisor.
5. Faulty workmanship.
6. Failure to observe parking regulations of employer.
7. Use or possession of another employee's tools or other personal property, or of dealer's property, without consent.

Discharge for Cause

Sample Letter

Mr. John Doe
(Address)

Dear Sir:

Effective as of m.,
197....., you are discharged for*
.....

A copy of this notice is being given to your union steward. Should you feel that you have been unfairly dealt with, you have two (2) work days in which to file a complaint in writing with the Service Manager and your Union.

.....
Signed by Employer's Supervisor

*Give complete reason for discharge.

Layoffs—Due to lack of work, closing down of department or other reason

Sample Letter

Mr. John Doe
(Address)

Dear Sir:

You are hereby notified that you are laid off effective
as of m.,, 197...., because of *

.....
**A copy of this notice is being sent to your union and
shop steward.**

.....
Signed by Employer's Supervisor

*Give complete reason for layoff.

Warning Notice: Tardiness or Absenteeism

Sample Letter

Mr. John Doe
(Address)

Dear Sir:

Your time card records indicate that you have been
(absent, late) times.

Your habitual (tardiness, absence) will not be tolerated.
This is a warning note to you.

Further (absence, tardiness) will make you subject to
disciplinary action.

A copy of this notice is being put in your file.

**A copy of this notice is being sent to your union and
shop steward.**

.....
Signed by Company Supervisor

Warning Notice: Poor Workmanship

Sample Letter

Mr. John Doe

(Address)

Dear Sir:

This is to advise you that you performed a job R. O. No., and that this work had to be done over because of your neglect to do the job properly.

This letter will serve as notice to you of your failure to perform the job correctly.

A copy of this notice is being put in your file.

A copy of this notice is being sent to your union and shop steward.

.....
Signed by Company Supervisor

EXHIBIT A
LEAVE OF ABSENCE

.....
Date

.....
Employer

..... having given
Employee

at least two weeks' notice in writing, is hereby granted
leave of absence as follows, and for the reasons shown below:

Extent of leave days, weeks, months

Starting date

Return date

Reasons for, as stated by employee:

.....
.....
Employee waives all rights to any of the paid holidays that
fall within the period of the leave of absence.

**A copy of this notice is being sent to your union and
shop steward.**

Violation of the terms of this leave of absence will be
grounds for permanent dismissal.

.....
FOR THE EMPLOYER

.....
The Employee

DAY WORK TICKET

(See Section 23 of Union Contract)

Having been assigned the performance of Operation

..... on a 19..... upon which operation
Number car or truck

I am experienced, and being the opinion that the time allotment therefor is inequitable within the meaning of Section 23 of the Union Contract, I hereby elect to perform the operation as day work at the minimum hourly rate for day work, and request that the further procedure set forth in Section 23 be employed.

.....
Employee's Signature

.....
Date

(Over)

COMMENT BY EMPLOYEE:

COMMENT BY SERVICE MANAGER:

ACTION AND COMMENTS BY SHOP COMMITTEE:

NOTE: Make copies of all letters for Employer, employee
the Union, and Jim Garfield.

6178-0156011f005_01



MDS

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

December 27, 1979

Office of the Secretary-Treasurer
International Association of Machinists,
District 54
2906 Euclid Avenue
Cleveland, Ohio 44115

Gentlemen:

The Bureau of Labor Statistics maintains a file of selected private and public sector agreements for use by private parties and government agencies, and as a basis for the Bureau's agreement provision studies. We would appreciate receiving a copy of your current agreement(s) and/or related documents, identified below, together with any related supplements (e.g., pension, health and welfare, and SUB plans) or wage schedules.

Between your Union's District 54 and the Cleveland Automobile Dealers Association,
throughout the Cleveland, Ohio area.

For statistical purposes, we also need the information requested below. You may return this form, your agreement(s) and supplements in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return this form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, please check this box. ☐

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

**PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).**

if more than one agreement or more than one employer is covered by this agreement, provide information on the back of this form. (Please Print)

1. Approximate number of employees involved 819
2. If multiemployer contract, indicate the number of employers 52
3. General location of agreement (city, State, or region) Cleveland
4. Product, service, or type of business new car sales and service
5. Effective date 5-16-79 and expiration date 6-25-79

Your Name and Position

Area Code/Telephone Number

Raymond A. Mathers Dir. Business Representative

Address

City/State/ZIP Code

**AUTO MECHANICS LOCAL 1363 I.A.M.
2906 EUCLID AVENUE
CLEVELAND, OHIO 44115
TELEPHONE (216) 241-4378**